

**BellSouth Telecommunications, Inc.**  
601 W. Chestnut Street  
Room 407  
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

**Dorothy J. Chambers**  
General Counsel/Kentucky

502 582 8219  
Fax 502 582 1573

January 18, 2006

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602

RECEIVED

JAN 19 2006

PUBLIC SERVICE  
COMMISSION

Re: Petition to Establish Docket to Consider Amendments to Interconnection  
Agreements Resulting from Change of Law, Kentucky Broadband Act  
KPSC 2004-00501

Dear Ms. O'Donnell:

This letter is to advise the Commission that BellSouth and Cinergy have reached agreement and Cinergy now has signed an amendment to its Interconnection Agreement, which is compliant with the Commission's April 29, 2005 Order in this docket. Copy of amendment attached. BellSouth also will file the Amendment by way of its routine process of filing interconnection agreements and amendments.

Prior to BellSouth and Cinergy reaching this agreement, on November 14, 2005, BellSouth filed a Motion to Enforce as to Cinergy and as to SouthEast Telephone, Inc. Cinergy also filed a December 15, 2005 response to BellSouth's Motion to Enforce. BellSouth withdraws its Motion to Enforce as to Cinergy, and, therefore, will not further reply to Cinergy's Response. Such failure to reply should not be taken as agreement with the arguments and statements made by Cinergy in its Response.

BellSouth further notes SouthEast Telephone is the only CLEC that has refused to execute a compliant amendment in accordance with the Commission's April 29, 2005 Order. As BellSouth stated in its November 14, 2005 Motion to Enforce, there is no legitimate excuse for SouthEast's refusal to comply with the Commission's April 29, 2005 Order to execute a compliant amendment to the agreement. Now, SouthEast remains the sole "hold out" CLEC refusing to execute a compliant amendment. BellSouth renews its Motion to Enforce as to SouthEast Telephone. We respectfully request that the Commission require SouthEast to execute a compliant amendment because SouthEast continues to receive inappropriate credits from BellSouth every month that they remain a "hold out."

Ms. Beth O'Donnell  
January 18, 2005  
Page 2

The original and ten (10) copies of this letter and the Amendment are enclosed for filing.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dorothy J. Chambers". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dorothy J. Chambers

cc: Parties of Record

616869

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
CINERGY COMMUNICATIONS COMPANY  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED MARCH 20, 2003**

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company ("Cinergy Communications Company"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 20, 2003 ("Agreement").

WHEREAS, the Parties executed an agreement on March 20, 2003 to add Section 2.10.1 in Attachment 2, and;

WHEREAS, the Parties desire to add provisions to the Agreement to effectuate the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute") and the Kentucky Public Service Commission's April 29, 2005 Order in Case No. 2004-00501 ("Kentucky Order");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute and the Kentucky Order, the Parties hereby delete Sections 2.10.1 through 2.10.1.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10.1 Cinergy Communications Company shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after the Effective Date hereof. To the extent Cinergy Communications Company provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to Cinergy Communications Company at the rate Cinergy Communications Company would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone pursuant to Attachment 2 of this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service over the resold lines in service for the Embedded Base as of the Effective Date of this Amendment but, after the Effective Date of this Amendment, Cinergy Communications Company shall pay for such resold lines in accordance with Attachment 1 of this Agreement, and BellSouth shall have no obligation to issue a credit to Cinergy Communications Company for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to Cinergy Communications Company, or to issue a credit for, a surrogate for access charges. In the event Cinergy Communications Company requests wholesale DSL on a resold line after the Effective Date of this Amendment, Cinergy Communications Company shall purchase such lines pursuant to Attachment 1 of this Agreement.

2. This Amendment shall be deemed effective May 19, 2005 ("Effective Date").
3. All of the other provisions of the Agreement shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Kristen E. Shore

Name: Kristen Shore

Title: Director

Date: 1/12/06

**Cinergy Communications Company**

By: J-P-C

Name: John P. Cinelli

Title: as President

Date: 1/6/06

Approved as to form  
Legal

By AB Date 1/5/06